

SALE AGREEMENT

This Agreement for Sale is made and executed on this the __th day of February 20-----, at Bangalore, by and between:

Mr. ASLAM.S,

Son of Mr. Syed Mahaboob aged 44 years,

Mrs. NAZEEMA ASLAM.,

W/o. Mr. Aslam S, aged 36 years,

No.103, "A" Block, Spartan Heights Apartments, Richmond Road,

Bangalore – 560025

M/S.CANOPY DWELLINGS (P) LIMITED

Represented by its Managing Director, **Mr. Syed Faisal Rizvi**

having its regd. Office at Canopy House, No.969, 5th "A"

Cross, HRBR 1st Block, Kalyan Nagar, **Bangalore – 560043**

Represented by their GPA holder

M/s. VKC DEVELOPERS PVT. LTD. No.22, Chourasia Heights,
Aswathnagar, 1st Cross, Marathahalli Post, Bangalore – 560037

Represented by its Directors,

Sri. Vijay Kumar Chourasia, S/o Sri. Ramdev Chourasia, No.2446, 3rd Cross, 4th Main,
HAL III Stage, Bangalore – 560017, represented by his GPA holder & brother Sri. Vijay
Prakash Chourasia, vide Notary GPA No. 596, Page No. 76, Vol.02 dated on 17.06.2011.

Sri. Vijay Prakash Chourasia

Hereinafter called the Owners (which term wherever the context requires shall mean and include their respective heirs, executors, administrators, assigns, etc.) and

M/S.V.K.C. DEVELOPERS PVT. LTD.,
No.22, Chourasia Heights, Aswathnagar, Ist Cross,
Marathahalli Post, Bangalore.560037.
Represented by its Directors,
Sri.Vijay Prakash Chourasia
Sri.Vijay Kumar Chourasia,
Represented by GPA Holder Sri.Vijay Prakash Chourasia

Hereinafter called the BUILDERS (which term wherever the context requires shall mean and include its representatives, administrators, executors, etc.) Witnesseth:

MR.

Hereinafter called the PURCHASER/S (which term wherever the context required shall mean and include his heirs, executors, administrators, legal representatives and assigns, etc.)

Whereas Mr. Aslam S Son of Mr. Sayed Mahaboob Owners are the sole and absolute owners enjoying right, title, interest, possession over the property bearing Sy.No.9, converted for residential purposes vide order dated B.Dis.ALN.SR(S)393/2004-05 dated 18.10.2004, by the Special Deputy Commissioner, Bangalore District, new BBMP No.2, PID No.68-167-2, totally measuring 39 guntas (42,471 Sq.Ft.) situated at Nirguna Mandira Extension, Srinivagilu, Begur Hobli, Bangalore South Taluk, more fully detailed in the schedule "A" hereunder and hereinafter referred to as the Schedule "A" Property having acquired the same from its previous owner Ramasubba Reddy, through registered sale deed No.BMH-02913-2009-10 of book I, dated 10.9.2009 and stored in CD No.BMH377 in the office of the Sub Registrar, Bommanahalli, Bangalore and the vendors are in peaceful possession and enjoyment thereof.

Whereas the Owners with intention to develop Schedule "A" Property into Multistoried High Rise Residential Apartment building approached the Builders herein and entered into a Joint Development Agreement with them which is registered as document No.02916-2009-10 of book I, dated 10.9.2009 stored in CD No.BMHD377, registered in the office of the Sub Registrar, Bommanahalli, Bangalore. According to the said Joint Development Agreement dated 10.9.2009 the Owners are entitled for 50% of the super built up area in the building and proportionate undivided share, right, title, interest, in the land, car parking space, garden and terrace area and the Builders are entitled for 50% of the super built up area in the building and proportionate undivided share, right, title, interest, in the land car parking space, garden and terrace area. Whereas in pursuance thereof the owners have executed general power of attorney on 10.9.2009 and registered as document No.BMP-4-00339-2009-10, stored in CD No.BMHD377, registered in the office of the Sub Registrar, Bommanahalli, Bangalore, in favour of M/s.VKC Developers Private Limited, the builders herein, with various powers regarding construction building and sale of 50% of built up falling to the share of builders, to various purchasers on such consideration amount.

Whereas in pursuance of the Joint Development Agreement and General Power of Attorney dated 10.9.2009, the Owners and builders have also entered into sharing agreement recording allocation of their respective constructed area falling to their shares and the same has been registered as document No.BMH-1-02831-2010-11 of book I, dated 14.7.2010 and stored in CD No.BMHD427, and Addendum thereto registered as Document No.BMH-1-02896-2010-11 book I, dated 16.7.2010 stored in CDNo.BMHD428, registered in the office of the Sub Registrar, Bommanahalli, Bangalore. Accordingly the owners are entitled to the Flats/Apartments located on the East Wing Block of the building and Builders are entitled to the Flats/Apartments located on the West Wing Block of the building to be constructed on the Schedule "A" Property.

Whereas the Builders have formulated a scheme to construct Multistoried building consisting of two wings as said above on the schedule "A" property consisting Basement, Ground and upper floors and secured plan sanctioned from the Bruhath Bangalore Mahanagara Palike, Bangalore, vide LP No.JDTP/JC(E)/LP/31/05-06 dated 14-10-2010. And as per the scheme formulated persons desirous of owning apartments of their own could be nominated by the builders to acquire undivided share from the Owners through the Builders and get an flat/apartment constructed through the builders.

WHEREAS, under the aforesaid Scheme, persons interested in acquiring ownership to residential apartments with or without covered car parking space/terrace area are required to acquire proportionate undivided share of the land in Schedule 'A' property and have the Residential Apartments with covered car parking space/terrace area constructed through the 'BUILDER' by entering into separate Agreement for Construction thereof with each of the residential apartment owners holding proportionate undivided right, title and interest in schedule 'A' property and in pursuance of such scheme, the OWNERS have worked out the tentative proportion of undivided share to sell as per the proposed individual construction of apartments, parking space, etc., which forms basis of the sale.

WHEREAS, the PURCHASER above named who is interested in owning a Residential Apartment described in Schedule 'C' herein in the proposed Multistoried Building viz., "CHOWRASIA SIGNATURE" has offered to purchase an undivided right, title and interest in Schedule 'A' Property more fully described in Schedule 'B' hereunder and entrusted the construction of Schedule 'C' Apartment to the BUILDER in terms of a Construction Contract entered into this day.

WHEREAS, on the terms stated above, the Owners offered to sell the Schedule 'B' property for a sum of **Rs 60,00,000/-Twenty lakhs only** free from all encumbrances with right to build Schedule 'C' Apartment in Schedule 'A' Property and the PURCHASER above named have agreed to purchase the Schedule 'B' property for the said sum of **Rs -**

-----/- ----- **only** , free from all encumbrances with the right to build Schedule 'C' Apartment in Schedule 'A' Property.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

The OWNERS shall sell and PURCHASER shall purchase, free of all encumbrances, claims and demands, Schedule 'B' Property for the aforesaid consideration with right to construct Schedule 'C' Apartment and should there be any variation in the undivided share in Schedule 'B' Property the sale price shall not be varied and further this Agreement cannot be cancelled for the said reason. The PURCHASER has this day paid a sum of **Rs. -----/- Dated: ----- By** as advance amount and towards the agreement 20% of the total sale value PURCHASER has this day paid a sum of **Rs.----- -----/- (Rupees Only) Bring Cheque No. _____, Dated on _____ of _____** and the vendor hereby acknowledges the receipt of the same. The purchaser has agreed to pay the balance sale amount as per the payment chart enclosed to the agreement to build entered into this day with the builder. (As per Schedule 'D').

The OWNERS by themselves or through their Power of Attorney holder shall execute and register a Deed of Sale in favour of the PURCHASER in respect of Schedule 'B' Property and the OWNERS hereby undertake to do, execute and perform all acts, deeds and things that may be necessary and at the cost of the PURCHASER for effectively conveying the title of the Schedule 'B' Property to the PURCHASER, after compliance of all the terms of this Agreement and Construction Agreement and also after payment of all sums mentioned herein and in the said Construction Agreement and PURCHASER agrees not to claim conveyance of the Schedule 'B' Property until compliance of all terms and conditions of this Agreement to Sell and the Construction Agreement and both the Agreements shall be read as part and parcel of the same transaction.

The OWNERS shall obtain such sanctions, clearance as are required for the sale of the Schedule 'B' property. Both the parties shall co-operate with each other for registration of the sale deed in pursuance of this agreement. The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of the said Deed of Sale shall be borne to by the PURCHASER. In the event of the Sale Deed being referred to the authorities for adjudication of stamp duty and / or valuation of the Schedule 'B' and / or 'C' property, it is the responsibility of the PURCHASER to attend to the same at Purchaser's cost and secure release of the Deed of Sale and OWNERS and Builder have no liability in respect thereto. The sale shall be to enable the PURCHASER to construct an Apartment described in the Schedule 'C' herein under the aforesaid scheme and the PURCHASER shall not be entitled to seek partition or division or separate possession of Schedule 'B' property and in no way the PURCHASER shall object for construction of apartments by other Purchasers of undivided shares in the schedule 'A' property or hinder the progress of construction.

The PURCHASER shall not call in question the sale price that will be settled between the OWNERS and the Purchasers of the other undivided share, right, title and interest in the Schedule 'A' property.

The PURCHASER do hereby covenants with the OWNERS that the PURCHASER will own and enjoy the undivided share and interest hereunder agreed to be sold and conveyed

in common with the other Purchasers of the undivided share, right, title and interest in the land comprised in Schedule 'A' property.

The OWNERS hereby declare that all the taxes, land revenue and other rates and outgoings payable in respect of the Schedule 'B' Property up to the date of registration of the final deed of sale or delivery of possession of the Residential Apartment in Schedule 'C' Property, whichever is earlier, shall be duly and fully paid by the OWNERS and hereby further covenant with the PURCHASER that, if any of the aforesaid taxes remain unpaid, the OWNERS shall discharge the same from and out of their own funds. The PURCHASER shall be liable to pay the said taxes, etc., from the date of registration of the Sale Deed or from the date of delivery of constructed apartment or as agreed in the Construction Agreement.

The PURCHASER has taken inspection of all title deeds relating to Schedule 'A' Property and after being satisfied about the title of the OWNERS to the Schedule 'A' property has entered into this Agreement. However, if any defect found in the title or claim by any one from the vendor of the owner, the owner would indemnify the purchaser for the lesser claim made by anyone in this regard.

The OWNERS agree to execute registration at the cost of the PURCHASER the final Deed of Sale in pursuance of this Agreement and after fulfillment of the terms of the Construction Agreement also entered into separately this day with the Builder and in case of violation of the said terms by the PURCHASER, this Agreement shall be deemed to have been cancelled and in which event the OWNERS shall repay the amounts paid herein without interest but after deducting 10% of the total Flat sale price by way of damages and OWNERS shall be free to sell the Schedule 'B' Property to others.

(a) If the PURCHASER fails to make the payments as stated above, it shall be lawful for the OWNERS to terminate this Agreement and forfeit the 10% of the total Flat sale price within one month from the date of termination of this Agreement without interest provided that the OWNERS shall not be entitled to terminate this Agreement unless and until OWNERS have given Fifteen days notice in writing calling upon the PURCHASER paying all the arrears, the OWNERS right to terminate this agreement shall lapse on that count for such default only and this Agreement shall continue unaffected and on such termination the PURCHASER shall have no claim against the OWNERS or to the said Schedule 'B' Property or to the forfeited sums. Further, the OWNERS shall be entitled to sell or deal with the Schedule 'B' Property for their own benefit thereafter.

(b) It is agreed that any notice to be served on the PURCHASER, as contemplated under this Agreement, shall be deemed to have been duly served after being sent to the PURCHASER under Email/ Certificate of Posting/ registered post.

(c) Without prejudice to the OWNERS other rights under the Agreement and / or in law, the PURCHASER shall be liable, at the option of the OWNERS, to pay to the OWNERS interest at the rate of 18% per annum on all unpaid amounts payable by the PURCHASER under this Agreement, including various deposits set-out herein and if any such amount remains unpaid for Fifteen Days after becoming due, the OWNERS shall be entitled to terminate this Agreement as per Clause above and forfeit the amounts paid to the PURCHASER under this Agreement as provided herein above. Any indulgence

shown in enforcing this clause, shall not construe as a waiver of the conditions mentioned above.

The PURCHASER agrees to own and enjoy Schedule 'B' Property agreed to be sold and the Schedule 'C' Apartment to be built in common with other owners or Purchasers of undivided shares and title in Schedule 'A' Property subject to such rights as are conferred upon the PURCHASER as stated in Schedule 'D' herein and be liable to comply and adhere to the restrictions and obligations imposed on the PURCHASER as detailed in Schedule 'E' herein and OWNERS are entitled to confer additional rights on other Purchasers at their discretion.

The OWNERS agree to require every person who are the owner or becoming the owner of the construction in Schedule 'A' Property to undertake and observe the restrictions imposed herein and shall be entitled to confer additional benefits and rights as desired by the OWNERS.

It is hereby agreed and confirmed that the Schedule 'A' Property on which the building is to be constructed will be held by all the apartment owners as CO-OWNERS, each having an undivided share therein, as per the terms and conditions mentioned herein and to be mentioned in the Deed of Conveyance to be obtained from the OWNERS and all passages, lobbies, staircases, roads, water lines, sewer lines as also the other areas which are used in common by the apartment holders, will belong to and vest in the apartment owners to be used by all of them jointly and in common (other than the areas earmarked for car parking/Garden/and Terrace). None of the apartment owners shall place any obstructions or store or keep any articles in the common areas.

It is made clear and agreed between the parties that PURCHASER(S) shall not have any right and interest in the Terrace of the building and Terrace area except in case where PURCHASER has acquired such area specifically. The right to use the Terrace shall exclusively vest with the builder or their nominee/s or assign/s and further the OWNERS has the right to allot the same in favour of Purchasers of the apartments on such terms and conditions as the Builder and Owners may decide. The PURCHASER agrees not to interfere with such construction and disposal of the same and the PURCHASER shall not deny common amenities to the occupants of such portions built at a later stage.

The PURCHASER has no objection for conferring such exclusive rights on the owners of the aforesaid apartments in "CHOURASIA SIGNATURE " and undertakes not to interfere with such peaceful possession and enjoyment of such areas. Other than the aforesaid persons no other person shall have any right therein and shall have no right to question the OWNERS conferring such rights on the said owners of apartments. Any delay or indulgence by the OWNERS in enforcing the terms of this Agreement or any forbearance or giving of time to the PURCHASER shall not be construed as a waiver on the part of the OWNERS of any breach or non-compliance of any of the terms and conditions of this Agreement by the PURCHASER nor shall the same in any manner prejudice the right of the OWNERS.

The PURCHASER without the prior written consent of OWNERS shall not have the right in any way to assign or transfer the interest under this Agreement at any time before

completion of Apartment and the sale of the undivided interest in the Schedule 'B' Property. However, the OWNERS have agreed as a special case to give consent for assignment of Agreement to Sell and Agreement to Build without any transfer fee being payable by the PURCHASER. The PURCHASER further agreed that even after the said sale, the PURCHASER will not let or assign the undivided interest in the Schedule 'B' Property and / or Apartments unless it be along with the sale or letting the Schedule 'C' Apartment and for the purpose of enjoyment of such Apartment by buyers/lessees.

The PURCHASER shall not alter or subscribe to the alteration of the name of the apartment building identified as "CHOURASIA SIGNATURE" Either party shall have the right to enforce specific performance of this contract. The parties shall submit the Schedule 'C' Apartment to the provisions of Karnataka Apartment Ownership Act and other acts and rules in force. The original of this Agreement shall be with the PURCHASER and the duplicate thereof with the OWNERS.

SCHEDULE 'A' PROPERTY

All that piece and parcel of property bearing Sy.No.9, converted for residential purposes vide order dated B.Dis.ALN.SR(S)393/2004-05 dated 18.10.2004, by the Special Deputy Commissioner, Bangalore District, new BBMP No.2, PID No.68-167-2, totally measuring 39 guntas (42,471 sq.ft.) situated at Nirguna Mandira Extension, Srinivagilu, Begur Hobli, Bangalore South Taluk, and bounded:

East by : Road,
West by : Srinivagilu Lake Boundary,
North by : Land bearing Sy.No.10 of Srinivagilu Village
South by : Srinivagilu Village Boundary

SCHEDULE 'B' PROPERTY

-----**Sq. Ft.** of undivided share, right, title, interest, ownership in the land out of Schedule "A" property which is proportionate to the super built up area of **1753 Sq. Ft.**

SCHEDULE 'C' PROPERTY

ALL THAT **Residential Apartment No: -----**, in Sixth Floor 3BHK, "CHOURASIA SIGNATURE - Tower -1" in Schedule 'A' Property, measuring ----- **Sq. Ft.** of super built up area with Covered Car Park in the basement and together with proportionate share in the common areas such as passages, lobbies, lifts, staircases and other areas of common use with restricted right to use the terrace area to reach the lift room and water tank for repairs if any with electricity, water and sanitary facility.

SCHEDULE "D"

RIGHTS OF THE PURCHASER

The PURCHASER shall have the following rights in respect of the Schedule "A" property and the building to be constructed thereon:

1. The rights to construct and own an apartment more fully described in the Schedule "C" above for residential purposes subject to the terms of the construction agreement.

2. The rights and liberty to the PURCHASER and all persons entitled, authorized or permitted by the PURCHASER (in common with all other persons entitled, permitted or authorized to a similar right) at all times, and for all purposes, to use the staircases, passages and common areas in the building for ingress and egress and use in common.
3. The rights to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the building.
4. The rights to free and uninterrupted passage of water, gas, electricity, sewerage, etc., from and to the Schedule "C" Apartment through the pipes, wires, sewer lines, drain and water courses, cables, pipes and wires which are or may at any time hereafter be, in under or passing through the building or any part thereof in the Schedule "A" property.
5. Rights to lay cables or wires for Radio, Television, Telephone, Internet and such other installations in any part of the building, systematically, however, recognizing and reciprocating such rights of the other apartment owners.
6. Rights of entry and passage for the PURCHASER with/without workmen to other parts of the building at all reasonable times after notice to enter into and upon other parts of the building for the purpose of repairs or maintenance of the Schedule "C" Apartment or for repairing, cleaning, maintaining or removing the water tanks, sewer, drains and water courses, cables, pipes and wires, causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.
7. To lay cables or wires through common walls or passage for telephone/internet installation, however, respecting the equal rights of the other thereof in the said building.
8. Rights to use along with other owners of Apartments all the common facilities provided therein on payment of such sums as may be prescribed by builder and / or owners' association from time to time and on compliance of the rules and regulations for enjoying the said facilities.

SCHEDULE "E"

OBLIGATION/S ON THE PURCHASER(S)

1. Not to raise any construction in addition to that mentioned in Schedule 'C'
2. Not to use or permit the use of the construction referred to in Schedule 'C' above in a manner which would diminish the value or the utility in the property described in the Schedule 'A' above or any construction made thereon.
3. Not to use the space in the land described in Schedule 'A' above left open after the construction referred to in Schedule 'C' above for parking any vehicles or to use the same in any manner, which might cause hindrances to or obstruct the movement of vehicles parked in the parking spaces.
4. Not to default in payment of any taxes or levies to be shared by the other apartment owners of the property described in the Schedule 'A' above or expenses to be shared by owners of construction thereon of any specified part thereof provided such taxes or levies become leviable from the date his/her/their apartment is ready for occupation.
5. Not to decorate the exterior part of the property to be constructed otherwise than in the manner agreed to by at least two-third majority of the owners of the apartment building on the land described under Schedule 'A' above.

6. Not to make any arrangements for maintenance of the building referred to in Schedule 'C' above and for ensuring common amenities herein for the benefit of all concerned other than that agreed to by two-third majority of all apartment owners.
7. The PURCHASER(S) shall have no objection whatsoever to the Builder handing over the common areas and the facilities to a common organization or association as soon as it is formed and pending formation of the same, the builder shall retain the same and the PURCHASER(S) has given specific consent to this undertaking.
8. The PURCHASER(S) shall become a Member of the Owners' Association on its formation and agrees to observe and perform the terms and conditions and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the entire multi storied building shall be done by OWNERS until formation of Association and PURCHASER(S) shall pay all common expenses and other expenses, taxes and outgoings in terms of this Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the multi storied building though each individual owner of apartment will be owner thereof and of the undivided share in the land. The main purpose and object of such Association is to take over accounts / finance of the multi storied building and properly manage the affairs of the same, provide all facilities to the occupants of the building and collect from the apartment owners/occupants the proportionate share of maintenance cost and outgoings. The OWNERS / builders will not manage the affairs of the building upon the formation of Association.
9. The PURCHASER(S) and other owners of apartments shall bear all expenses for the maintenance of the complex in common; such expenses include common electricity/water, security, cleaning, maintenance of pump sets, road lights, all common amenities, lifts, common sanitary and electrical lines, replacement of bulbs and tube lights in common areas, in corridors, lobbies and in the compound, water charges, urban land levies and insurance premium, cost of periodic external painting, repairs to structural, sanitary, electrical or mechanical systems, maintenance of the garden common facilities/amenities and the like, regardless of whether the PURCHASER(S) makes use of such amenities/facilities / common area and any Purchaser(s) / occupier failing to pay and meet such common expenses shall be liable to be deprived by the other co-owners of the right to enjoy all or any of common amenities / facilities. Such deprivation of rights shall be without prejudice to the obligation of the PURCHASER(S) to make payment for all common expenses.
 - a. The builder shall maintain the entire apartment building for the period of one year from the completion of the building. The purchaser shall pay at the rate of Rs.40.00 (Rupees Forty only) per Sq.Ft. + actual Service tax in one lump sum to the builder at the time of registration of sale deed. After One year the rate of maintenance charge may be altered in any subsequent period by the OWNERS or the Association of owners based on the experience of actual maintenance costs. The OWNERS shall render annual accounts to the Association of Purchasers for the utilization of such amounts which shall be constituted of all actual direct expenditure incurred on maintenance of the complex (duly certified by a Chartered Accountant) (As per Schedule 'D').
10. The purchasers shall pay separately the charges as fixed by the builders regarding club house, gym and swimming pool for the maintenance of the same (As per Schedule 'D').

11. The PURCHASER(S) shall use the apartment as a private residence and the car-parking space for parking a light vehicle.
12. The PURCHASER(S) shall maintain the front elevation and the side and rear elevations of the apartment, in the same form as the Builders construct and shall not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the OWNERS/ builders or the Association, as the case may be.
13. The PURCHASER(S) shall from the date of handing over possession, maintain the said apartment at his/her/their own cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to the said apartment and / or common passages, or the compound which may be against the rules and bye-laws of the Bangalore Development Authority / the Bangalore Mahanagara Palike or any other authority.
14. It is a specific term and condition of this Sale Agreement and of the rights to be created in favour of the prospective Purchasers in the "CHOURASIA SIGNATURE " in the said apartment that: -

The name and / or apartment number of the PURCHASER(S) shall be put, in standardized letters and coloring only at the location/board that may be designated by the Builder in the entrance lobby and at the entrance door of the particular apartment but at no other place in the building and the number shall not be altered. No sign board, hoarding or any other logo or sign shall be put up by the PURCHASER(S) on the exterior of the building or on the outer wall of the apartment. The PURCHASER(S) shall not alter the colour scheme of the exterior of the building or of the exterior lobby wall of the said apartment though the PURCHASER(S) shall be entitled to select and carry out any decoration / painting of the interior of the said apartment.

The PURCHASER(S) shall not do anything that may adversely affect the aesthetic appearance/beauty of the building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other owners.

Any further or other construction that may be permitted hereafter by the Bangalore Development Authority or the Corporation of the City of Bangalore and other bodies and authorities (over and above the construction already sanctioned as aforesaid) such construction may be carried out by and / or at the discretion of the OWNERS. The PURCHASER(S) shall not be entitled to object to the same or to cause any obstruction or hindrance thereof, nor to ask for any discount and / or rebate and / or abatement in the above mentioned consideration. The PURCHASER(S) shall, from time to time, do and

execute all further acts, deeds, matters and things as may be reasonably required by the OWNERS/Builder for duly implementing the terms and intent of this Sale Agreement.

Since the PURCHASER(S) is to own the aforesaid undivided interest in the land described in the Schedule 'B' hereunder, it is specifically agreed that the PURCHASER(S) shall be entitled in common with the Purchasers/Owners of the other apartment/s in the aforesaid building/block, to use and enjoy the common areas and facilities listed hereunder:

- Porch, Entrance Lobby and Common Passages;
- Lifts/ Pumps / Generators of the Block;

15. The PURCHASER(S) hereby covenants that from the date of possession, the PURCHASER(S) shall keep the said Apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging in good tenantable repair and condition and shall abide by all the bye-laws, rules and regulations of the Government, Corporation of the City of Bangalore, Bangalore Development Authority or any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.
16. The PURCHASER(S) is aware that the exclusive right of use of car parking space in the Basement Floor will be allotted by the OWNERS / Builders to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective apartment owner to whom it is allotted,
17. The PURCHASER(S) shall have no objection to such right of use being allotted. It is, however, clearly understood that such right of use shall not vest in the PURCHASER(S) any title to the land earmarked as Car Parking Space. It is also further clearly understood and agreed by and between the parties hereto that the Builder may similarly be allotting the exclusive right of use of garden / area on the Ground Floor and top floors to various Apartment Owners and the PURCHASER(S) shall have no objection to the same.
18. The OWNERS have provided to the PURCHASER(S) access from the driveways/internal roads to the Schedule 'B' property and to the said building constructed thereon by the builder.
19. The cost of repairing and maintaining the internal/feeder/access roads and drive-ways will be borne and paid proportionately by the PURCHASER(S) of apartments in the residential buildings comprised in "CHOURASIA SIGNATURE".
20. The PURCHASER(S) shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of other apartments/garden area/terrace area and parking spaces, etc., in the building and PURCHASER(S) shall not: -
Close the lobbies, stairways, passages and parking spaces and other common areas.
Make any alterations in the elevation on both faces of external doors and windows of the apartment/parking space to be acquired by PURCHASER(S) which in the opinion of the OWNERS or the Owners' Association differ from the colour scheme of the building.

Make any structural alterations inside the apartment including any fresh openings. Default in payment of any taxes or levies to be shared by the other owners of the Schedule "A" Property or common expenses for maintenance of the building. Create nuisance or annoyance or damages to other occupants and owners by allowing pounding, running machinery and causing similar disturbances and noises. Install machinery, store/keep explosives, inflammable/prohibited articles which are hazardous, dangerous or combustible in nature. Use the common corridors, staircases, lift lobbies and other common areas either for storage or for use by servants at any time. Bring inside or park in the Schedule "A" Property any lorry or any heavy vehicles. Use the apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes. Drape clothes in the balconies and other common places of building; Enter or trespass into the Parking Area and Terrace Areas not earmarked for general common use. Throw any rubbish or used articles in Schedule "A" property other than in the dustbin provided in the property. Undertake any interior decoration work or additions, alterations inside the apartment involving structural changes without prior consent in writing of the builder. Trespass into other apartments in "CHOURASIA SIGNATURE Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the apartment Owners in "CHOURASIA SIGNATURE". Put up any construction in Terrace/Parking or alter the use thereof. Park any vehicles in any part of Schedule 'A' property except in the parking area specifically acquired.

21. The PURCHASER(S) shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the multistoried buildings or any part thereof in the Schedule 'A' Property.
22. The PURCHASER(S) shall maintain at PURCHASER'S own cost the said apartment and parking space in good condition, state and order and shall abide by all the laws and regulations of the Government, Corporation of the City of Bangalore, Bangalore Development Authority and any other duly constituted authority from time to time in force and answer and be responsible for all notices or violations and of any of the terms and conditions in this Agreement from the date of execution and registration of the sale deed.
23. The PURCHASER(S) shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Apartment Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and

electrical lines, through and along the same or any of them and to share with the other apartment owners the cost of maintaining and repairing all common amenities such as common accesses, staircases, lifts, generator, etc., and to use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms of the association to be formed by / or among the Apartment owners in the building.

24. The PURCHASER(S) shall permit the OWNERS and / or by the Owners Association, their agents with / or without workmen at all reasonable times to enter into and upon the apartment / parking / space / Garden / terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting of the supply of water and electricity, etc., to the apartment / parking / space / garden / terrace or other common areas of the building or to the Occupiers of such apartment / parking / space / garden as the case may be who have defaulted in paying the share of the water, electricity and other charges. The OWNERS are liable or answerable for payment of common expenses, etc., stated in this agreement any time for unsold areas/apartments.
25. The PURCHASER(S) shall not use the apartment / parking / space or permit the same to be used for any purpose other than specified which in the opinion of the OWNERS and / or association on its formation cause, nuisance or annoyance to occupiers of the other Apartment / Parking Space / Garden / Terrace areas in the said building. The PURCHASER(S) shall use his/her/their parking space for parking light motor vehicles and shall not construct any barrier enclosing the allotted parking area.

In witness whereof the parties hereto have signed this agreement to sell on the day, month and year first above written.

WITNESSES:

1)

For M/S. VKC DEVELOPERS PVT. LTD.

Sri. VIJAY KUMAR CHOURASIA

(Represented by GPA Holder Sri.Vijay Prakash Chourasia)

2)

For M/S. VKC DEVELOPERS PVT. LTD.

Sri. VIJAY PRAKASH CHOURASIA
MANAGING DIRECTOR, VKC DEVELOPERS PVT. LTD.

PURCHASERS